

**MICHIGAN  
SENIOR PROJECT FRESH/MARKET  
FRESH  
SENIOR FARMERS MARKET  
NUTRITION PROGRAM**



**MARKET MASTER'S  
GUIDEBOOK**

**REVISED MARCH 2011**

**MICHIGAN OFFICE OF SERVICES TO THE AGING  
SENIOR PROJECT FRESH/MARKET FRESH**

**THE SENIOR FARMERS' MARKET NUTRITION PROGRAM  
MARKET MASTER'S GUIDEBOOK**

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**This Guidebook is intended solely for use by those individuals, who have been authorized and have contracted with the Michigan Department of Community Health, as a Project FRESH Program Market Master.**

## **SENIOR FARMERS' MARKET NUTRITION PROGRAM (Senior Project FRESH/Market FRESH)**

### **I. WHAT IS PROJECT FRESH?**

Senior Project FRESH/Market FRESH is Michigan's Senior Farmers' Market Nutrition Program (SFMNP). Senior Project FRESH/Market FRESH is administered by the Michigan Office of Services to the Aging, the USDA Food and Nutrition Service, Michigan State University Extension and Michigan Food and Farming Systems. The program is funded by the United States Department of Agriculture (USDA).

Authorized farmers' markets and roadside stands provide eligible participants, with locally grown, unprocessed products through this program. The program also expands the awareness and use of farmers' markets and increases sales at such markets.

Specially printed coupons are provided on an annual basis to eligible program clients in participating counties. The coupons are distributed to clients by lead agencies which may be Michigan State University Extension (MSUE), commissions, councils or departments on aging, area agencies on aging, or other non-profit agencies and groups. Each applicant to the program receives nutrition education regardless of whether or not they qualify. Senior Project FRESH/Market FRESH clients receive at least one booklet of ten coupons worth \$2.00 each for a total value of \$20. Lead agencies may purchase additional books.

The Michigan Office of Services to the Aging contracts with Market Masters throughout the state for the Senior Project FRESH/Market FRESH Program. The Market Masters contract with individual farmers to accept the Senior Project FRESH/Market FRESH coupons for locally grown unprocessed products at farmers' markets and roadside stands. The Senior Project FRESH/Market FRESH clients take the coupons to authorized farmers' markets and roadside stands in the State, to purchase locally grown unprocessed products. Authorized individual farmers accept the coupons and turn them into the Market Master. The Market Master sends the coupons in to the authorized agency appointed by the Michigan Office of Services to the Aging and the Market Masters are reimbursed.

The program begins June 1, and the coupons are valid at all authorized farmers' markets and roadside stands until October 31.

## **II. MARKET MASTER AUTHORIZATION**

### **A. MARKET MASTER APPLICATIONS**

Farmers' Markets and independent farmers in Michigan may seek authorization as Market Masters, by completing a Michigan Office of Services to the Aging (OSA) Market Master Application and returning it to OSA. A "Market Master" is a fiscally responsible, duly authorized agent of a farmers' market who has legal authority to obligate the market or, is an independent farmer with a roadside stand.

### **B. MARKET MASTER NUMBER**

The Michigan Office of Services to the Aging will assign a Market Master number for each authorized Market Master upon execution of the Market Master contract. The number will be provided along with the executed copy of the Market Master Agreement and Certification. The Senior Project FRESH/Market FRESH number will begin with "OSA" and will be separate from the WIC number and stamp. These will be new numbers referring only to Senior Project FRESH/Market FRESH coupons. The number is used on each redeemed coupon that is submitted for payment.

### **C. MARKET MASTER RESPONSIBILITIES**

Market Masters are authorized pursuant to an agreement with the Michigan Office of Services to the Aging.

#### **The Market Master shall:**

1. Enter into an annual written agreement with each eligible farmer within the farmers' market who wants to participate in the Senior Project FRESH/Market FRESH Program. The department will provide the Market Master with a sample agreement form, which includes sanctions for program violations similar to the ones outlined in this guidebook. The Market Master may use the sample agreement form or design and use his/her own agreement form. If the Market Master uses his/her own agreement, then it must, at a minimum, contain all of the provisions contained in the sample agreement form. Any additional language must be reviewed and signed off on by the farmer, prior to execution of the agreement.
2. Provide such information as the Department shall require for its periodic reports to the United States Department of Agriculture.
3. Complete scheduled training as required.

4. Provide training to farmers and any employees on program procedures.
5. Disseminate program materials to participating farmers.
6. Assure that each participating farmer grows some of the produce he/she sells. Michigan defines "grower" as an individual or group that has a plot of land or garden that, is wholly or partially dedicated for growing produce.
7. Assure that each farmer has locally grown unprocessed eligible products available for Senior Project FRESH/Market FRESH clients. Michigan considers produce to be locally grown if it is grown within the borders of the state of Michigan or in those counties of the states of Ohio, Indiana and Wisconsin which directly border the state of Michigan. Each Market Master and farmer must be able to prove, upon request, that all produce he/she provides in exchange for Senior Project FRESH/Market FRESH Coupons is eligible, locally grown produce.
8. Assure that each farmer provides locally grown unprocessed eligible products at or below the current price charged to other market customers.
9. Permit coupons to be redeemed only for locally grown, unprocessed eligible products, as defined by the Department according to federal guidelines.
10. Assure that each farmer accepts Senior Project FRESH/Market FRESH coupons within the dates of their validity and submits the coupons for payment by **November 10**.
11. Maintain a list of farmers and their addresses and assign each farmer a unique identifying number (not to exceed three (3) digits) and forward the list to the Department.
12. Assure that each farmer accepting Senior Project FRESH/Market FRESH coupons, has entered his/her assigned individual farmer number on the coupon in the designated space, prior to submission to the Market Master.
13. In accordance with the procedures established by the Department, number each transacted coupon with the unique Market Master number and then batch the coupons under the Market Master's identifying number prior to transmittal to the Department for payment.
14. Agree to be monitored for compliance with program requirements.
15. Be accountable for actions of employees in the provision of locally grown,

unprocessed eligible products to program participants.

16. Report any violations of Senior Project FRESH/Market FRESH program rules and regulations to the Department.
17. Pay the Department for any coupons transacted in violation of this agreement.
18. Assure that each farmer offers program participants the same courtesies as other market customers.
19. Assure that each farmer clearly posts the display sign identifying the farmer as authorized to accept Senior Project FRESH/Market FRESH coupons.
20. Assure that each farmer displays the prices of all authorized products.
21. Comply with the nondiscrimination provisions of USDA regulations.
22. Notify the Department when/if the market ceases operation.
23. Reimburse each farmer for properly redeemed coupons within 30 days from the time the farmer turns coupons into the Market Master.

**The Market Master and farmers MUST NOT:**

1. Collect sales tax on Senior Project FRESH/Market FRESH coupon purchases.
2. Seek restitution from program clients for coupons not reimbursed for by the Michigan Office of Services to the Aging.
3. Issue cash change for purchases that are in an amount less than the value of the coupon(s). If a purchase is less than \$2.00 or the face value of multiple coupons, authorized farmers may only make up the difference in authorized produce. If the Program client chooses to purchase authorized produce that costs more than \$2.00 or the face value of multiple coupons, then the client may make up the difference by paying cash.

**No cash change is to be given to Senior Project FRESH/Market FRESH clients when a purchase is less than the value of the coupon. Additional approved produce may be provided, and/or the client may pay the cost of the produce in excess of the value**

**of the coupon.**

#### **D. TRAINING**

The Department may schedule training for Market Masters prior to the beginning date of the current season, when possible. Current rules and procedures regarding eligible products, accepting and processing Senior Project FRESH/Market FRESH coupons, and problem areas will be reviewed at the training sessions. Training will be offered in areas reasonably convenient to the Market Masters. In certain instances, training may be combined with site inspections. Training will also be made available via webinar and other media sources such as <http://www.youtube.com>.

#### **E. MARKET MASTER AGREEMENT AND CERTIFICATION**

The MARKET MASTER AGREEMENT AND CERTIFICATION authorizes the Farmers' Market Market Master or a Market Master with a roadside stand to accept Project FRESH coupons. It is the Market Masters responsibility to read, understand and comply with the terms of the agreement. The agreement is valid for the time specified in the agreement and may be renewed subsequent to the expiration date. Neither the Michigan Office of Services to the Aging nor the Market Master is obligated to renew the agreement for Senior Project FRESH/Market FRESH Services.

### **III. FARMER DISPLAY SIGNS**

The Michigan Office of Services to the Aging will supply the Market Master with the appropriate number of farmer display signs. The display sign must be posted at each participating farmer's stand. These signs let participants know which farmers accept Senior Project FRESH/Market FRESH coupons. The authorized Senior Project FRESH/Market FRESH Market Master should call OSA at (517) 373-4064, if additional signs are needed.

### **IV. ACCEPTING PROJECT FRESH COUPONS**

#### **A. IDENTIFYING ELIGIBLE CLIENTS**

Senior Project FRESH/Market FRESH clients must present their signed coupon booklet holder for identification at the time they redeem coupons. Each coupon must be signed by the client in the designated space on the front of the coupon at the time of redemption. The farmer and Market Master must assure that the signature matches the signature appearing on the coupon booklet holder. The farmer and Market Master must assure that the Senior Project FRESH/Market FRESH coupon is valid.

## B. ELIGIBLE PRODUCTS

The farmer and Market Master must assure that program clients purchase only eligible products with Senior Project FRESH/Market FRESH coupons. Eligible products are defined as fresh, nutritious, unprepared, locally grown products for human consumption. Dried fruit, dried herbs, dried spices, maple syrup, cider, nuts, seeds, eggs, meat, cheese and seafood are **not eligible** in Michigan.

Michigan considers produce to be locally grown if it is grown within the borders of the State of Michigan or in those counties of the states of Ohio, Indiana and Wisconsin which directly border the state of Michigan. Under no circumstances can produce grown outside of the United States, or its territories, be considered eligible products.

## V. COUPON BATCHING & PAYMENT PROCESS

### A. BATCHING COUPONS

The individual farmer should submit redeemed coupons to the Market Master. Each coupon submitted for payment must have the unique Market Master number. The unique farmer number, which is assigned by the Market Master, should also be entered on each coupon. The Market Master must assure that each coupon is properly numbered. The numbered coupons must be batched in groups of 100 or less when submitted for payment. Coupon batches should be submitted on a weekly basis in order to expedite the payment process. Each batch must be accompanied by a batch sheet including: the name and address of the authorized Project FRESH Market Master, the total batch dollar amount, the number of coupons in the batch, the batch number, the signature of the Market Master, and must be numbered with the unique number of the authorized Market Master. Batch sheets will be provided to the Market Master.

The Market Master must mail the coupon batches to:

Michigan Office of Services to the Aging  
The Chandler Plaza 3<sup>rd</sup> Floor  
300 E Michigan Ave.  
Lansing MI 48933

Coupons submitted by the Market Master will be subject to a final audit prior to or after the redemption by the Department.

Senior Project FRESH/Market FRESH coupons should be treated like cash. The method used to store and mail coupons is at the discretion of the Market Master.



The Michigan Office of Services to the Aging is not responsible for payment of coupons lost by the Market Master or for coupons not received by the Department.

#### B. MARKET MASTER BATCH CONTROL LOG

Each authorized Project FRESH Market Master must maintain a Batch Control Log. The Batch Control Log must be kept by the Market Master at the farmers' market or roadside stand and must be available for review during a monitoring visit by a state or federal representative of the program.

The Batch Control Log must document, at a minimum, the following:

1. The Batch Number - each batch submitted to OSA for payment must be sequentially numbered by the Market Master (e.g. the first batch you mail in for the season will be number 1, the second will be number 2 etc.)
2. The date mailed to OSA.
3. The number of coupons submitted in each batch.
4. The total dollar value of all coupons in each batch.
5. The date payment is received for the submitted batch.
7. The voucher number on the payment check from the state.

Batch Control Logs will be provided to the Market Masters by the Department.

#### C. DENIED PAYMENTS

Senior Project FRESH/Market FRESH Market Masters **may not receive payment** for coupons if:

1. The Project FRESH coupon is redeemed before the "starting date" (June 1) or after the end of the program (October 31).
2. The client's endorsement is missing from the coupon.
3. The Market Master identifier number is missing from the coupon.
4. The coupon is altered in any way.

5. The coupon is not received for payment by the Department (OSA) by **November 10.**

6. The coupons are not properly redeemed.

If payment for a Senior Project FRESH/Market FRESH coupon is denied for any reason, the Market Master may submit a written request for payment to the Michigan Office of Services to the Aging within 60 days following the receipt of the denied payment letter. The following information should be included in the written appeal:

- Market Master number
- Telephone number
- Batch number(s)
- Date of denied payment letter
- Statement of problem

All written appeals should be mailed to:

Michigan Office of Services to the Aging  
The Chandler Plaza 3<sup>rd</sup> Floor  
Attn: Sherri C King  
300 E Michigan Ave  
Lansing, Michigan 48933

## **VI. MONITORING AND REPORTING PROGRAM PERFORMANCE**

A Senior Project FRESH/Market FRESH Market Master may be monitored at any time during the contract period by a representative of the Senior Project FRESH/Market FRESH Program or USDA. Periodic on-site visits to Senior Project FRESH/Market FRESH markets will be made to monitor compliance with program regulations and to identify problems or deficiencies. The Market Master will be responsible for maintaining an accurate accounting of all monies and coupons redeemed at his/her market/roadside stand. The Market Master shall also provide information concerning increases in sales, customers or other information as requested by the Department to meet federal requirements.

## **VII. SANCTIONS/APPEALS**

The Michigan Office of Services to the Aging will sanction Senior Project FRESH/Market FRESH Market Masters for program violations. Sanctions may include, but are not limited to: denial of payment for coupons, warning letters, monetary claims, termination, disqualification, denial of application, and/or judicial actions.

In the case of Termination or Termination and Disqualification, the Senior Project FRESH/Market FRESH Market Master will be sent a notice at least twenty-one (21) calendar days prior to the effective date of the Termination or Termination and Disqualification. The reason(s) for such action will be included in the notice.

The Market Master has the right to appeal the denial of an application to participate, a Termination or Termination and Disqualification, monetary claims or an SFMNP sanction action by the State Agency. Market Masters may appeal the denial of payment for coupons to the Statewide Senior Project FRESH/Market FRESH coordinator. Warning letters are not subject to appeal.

A farmer has the right to appeal a denial of authorization to participate or a disqualification action, to the State Agency.

The Senior Project FRESH/Market FRESH Market Masters may appeal Termination or Termination and Disqualification using the following procedures:

1. The Senior Project FRESH/Market FRESH Market Master or farmer's request for appeal must be made in writing to the Department at the address indicated in the Termination or Termination and Disqualification Notice. The request for appeal must be received by the Department within 21 calendar days of the mailing date of the Denial, Termination or Termination and Disqualification Notice by the Department.
2. Following timely receipt of the Senior Project FRESH/Market FRESH Market Master's written appeal, the Department will provide the Market Master with an opportunity for a hearing.

#### **EXPIRATION OF THE PROJECT FRESH MARKET MASTER AGREEMENT WITH THE DEPARTMENT IS NOT SUBJECT TO APPEAL.**

The Market Master Agreement is not transferable to another Market Master. If a new person will handle Senior Project FRESH/Market FRESH, he/she must complete an application, be approved, sign a contract with the Department and attend the Project FRESH Market Master training. If a farmers' market or roadside stand goes out of business or changes ownership, the Senior Project FRESH/Market FRESH Market Master Agreement immediately becomes null and void.

#### **VIII. SANCTIONS FOR PROGRAM VIOLATIONS AND ABUSE**

- A. Market Masters/farmers who commit the violations outlined below are subject to termination of their Market Master Agreement and a three year period of disqualification.

1. Charging Senior Project FRESH/Market FRESH clients more than the current price charged to other customers.
  2. Allowing Senior Project FRESH/Market FRESH coupons to be redeemed for non-food items.
  3. Collecting sales tax on Senior Project FRESH/Market FRESH purchases.
  4. Failure to allow and/or in any manner, hinder or impede authorized local, state or federal officials, to monitor or investigate the market, for compliance with Senior Project FRESH/Market FRESH Program requirements.
  5. Providing cash or credit in exchange for Senior Project FRESH/Market FRESH coupons.
  6. Refusal to allow a Senior Project FRESH/Market FRESH client to purchase eligible items for the full dollar amount specified on the coupon.
  7. Redeeming Senior Project FRESH/Market FRESH coupons from unauthorized sources.
  8. Charging the Senior Project FRESH/Market FRESH Program for food not received by the clients.
  9. Failure by the Market Master to account for and/or to reimburse farmers for Senior Project FRESH/Market FRESH coupons turned over by farmer(s) to the Market Master for submission to the State Agency.
  10. Allowing the return of products purchased with Senior Project FRESH/Market FRESH coupons in exchange for cash or for non-food items.
- B. Market Masters/farmers who commit the following violations will receive a warning letter for the first complaint of a violation. After receipt of the warning letter, a pattern of two (2) violations will result in the termination of the Agreement and a two-year period of disqualification.
1. Providing ineligible products or processed food in exchange for Senior Project FRESH/Market FRESH coupons.
  2. Giving cash change to Senior Project FRESH/Market FRESH clients for purchases that are in an amount less than the value of the coupon.

3. Allowing a farmer who does not grow some of the produce he/she sells to accept Senior Project FRESH/Market FRESH coupons.
  4. Not growing some of the produce he/she sells.
- C. Market Masters/farmers who commit the following violations will receive a warning letter for the first complaint of a violation. After receipt of the warning letter, a pattern of two (2) violations will result in the termination of the Agreement and a one-year period of disqualification.
1. Failure to have a written agreement with a farmer who accepts Senior Project FRESH/Market FRESH coupons.
  2. Failure to have the client sign the coupon and/or failure to verify that the client's signature on the Senior Project FRESH/Market FRESH coupon matches the signature appearing on the coupon holder.
  3. Not displaying a sign, provided by the Department, stating "Senior Project FRESH/Market FRESH Coupons Welcome Here".
  4. Failure to display the prices of all eligible products.
  5. Failure to notify the Department of a farmer who violates program requirements.
  6. Failure to complete training as required by the Department.
  7. Failure by the Market Master to maintain records as required by the Department.
- D. Market Masters/farmers will be subject to denial of their application and/or termination of the contract for the following violations.
1. Providing false information on any application for Senior Project FRESH/Market FRESH authorization.
  2. Failure to comply with the rules, regulations and contract terms of the Senior Project FRESH/Market FRESH Program.
- E. Violation and sanction information for farmers can also be found in the Farmer/Market Master Agreement.